SUPREME COURT, U.S.
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MICHAEL RODAK, JR., CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1975

No. 75-304

CONTINENTAL CASUALTY COMPANY,
Petitioner,

v.

THE WINSTON CORPORATION

PETITIONER'S REPLY TO BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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Winston has sought in its Brief in Opposition to divert attention from the only question presented in the Petition.

No decision of the Supreme Court of Georgia or of the Court of Appeals of Georgia has held that the positive suretyship statutes involved in the Petition do not apply to bonding companies.

The United States Court of Appeals for the Sixth Circuit found no decision holding that such Georgia suretyship statutes did not apply to bonding companies; rather, the Court of Appeals simply decided that in the

absence of a Georgia Supreme Court decision holding that those statutes did apply to compensated sureties, it was free to hold they did not so apply (App. A to Pet., p. 8a; 508 F.2d, at 1302). That is contrary to the very terms of the Rules of Decision Act, 28 USC 1652, and to the decisions of this Court. See footnotes 6 and 10, pages 10 and 14 of the Petition.

In further effort to focus attention on matters irrelevant to the question presented by the Petition, Winston postulates unique facts and unique circumstances. The decision of the Court of Appeals rested plainly on its belief of what the Supreme Court of Georgia would do if it were called upon to decide the appeal. There was no mention by the Court of Appeals of unique facts or of unique circumstances.[1]

The Rules of Decision Act constantly prohibits the Federal Courts from disregarding the positive statutes of a State in civil actions of a purely local nature—as the one here.

The task of seeing to it that the State laws shall be the rules of decision in this kind of case is a continuing one for this Court.

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[1] Common knowledge teaches that there is nothing unique about a construction contract for a nursing home, default of the contractor, or of a performance bond respecting such construction contract.